

## TERMS & CONDITIONS

### 2022 HSBC Online Voucher and Cashback Acquisition ("Promotion")

1. HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)) is referred to as "**HSBC Bank**" and HSBC Amanah Malaysia Berhad (Company No. 200801006421 (807705-X)) is referred to as "**HSBC Amanah**", both collectively referred to as "**HSBC**". HSBC Bank Credit Card and HSBC Amanah Credit Card-i will be collectively referred to as "**HSBC Credit Card/-i(s)**".

#### PROMOTION PERIOD

2. Please take note of the following periods for this Promotion:
  - a. **Sign-Up Period** for customer to apply for a **primary** Participating HSBC Credit Card/-i(s) (defined in Clause 3 below) with HSBC from **19 Jan 2022 to 31 Dec 2022**, both dates inclusive ("**Sign-Up Period**");
  - b. **Welcome Period** shall be **60 days from the date of your welcome letter for your new Participating HSBC Credit Card/-i(s)** ("**Welcome Period**"); and(hereinafter collectively referred to as the "**Promotion Period**").

#### ELIGIBILITY

3. Subject to Clause 4 below, this Promotion is open to any individual who, during the **Sign-Up Period**, applies for any one or more of the following primary HSBC Credit Cards/-i:
  - i. **HSBC Bank Credit Card(s)**: HSBC Visa Signature Credit Card, HSBC Platinum Credit Card; and
  - ii. **HSBC Amanah Credit Card-i(s)**: HSBC Amanah MPower Platinum Credit Card-i;(collectively known as the "**Participating HSBC Credit Card/-i(s)**").
4. The following categories of persons are not eligible to participate in this Promotion:
  - i. Cardholder(s) who is an existing primary cardholders of HSBC Credit Card/-i(s) who applies for another new primary Participating HSBC Credit Card/-i(s);
  - ii. Cardholder(s) who have cancelled his/her HSBC Credit Card/-i(s) within six (6) months prior to the date of application for any Participating HSBC Credit Card/-i(s) under this Promotion;
  - iii. Cardholder(s) of invalid or cancelled HSBC Credit Card/-i(s) and/or whose accounts are delinquent within HSBC's definition at any time during the Promotion Period;
  - iv. Cardholder(s) of company and/or corporate HSBC Credit Card/-i(s); and
  - v. Cardholder(s) who are participating in any other concurrent HSBC Credit Card/-i(s) sign-up promotions via any channels either by HSBC or authorized third parties, except the HSBC RM25 Cashback Acquisition Promotion /HSBC Amanah RM25 Cash Back Acquisition Promotion(hereinafter collectively referred to as the "**Eligible Cardholders**").

#### PARTICIPATION CRITERIA

5. Eligible Cardholders must during the Promotion Period:-
  - a. Apply for a primary HSBC Credit Card/-i(s) and **complete** the application, including submitting the necessary income documents through HSBC website;
  - b. Call to activate his/her newly approved Participating HSBC Credit Card/-i(s) and create PIN (Personal Identification Number) according to the activation steps in the welcome letter; and
  - c. Use his/her Participating HSBC Credit Card/-i(s) on Eligible Spend (as per Clause 6 below) within the Welcome Period in accordance with the Eligibility Criteria as set out in Table 1 **OR** Table 2 below;(the "**Participation Criteria**").

#### ELIGIBLE SPEND

6. Eligible Spend for this Promotion are those that are charged to the Participating HSBC Credit Card/-i(s) (single or cumulative receipt); and

- a. **includes:** local and overseas retail transactions (including online transactions), standing instructions/auto-billing; and
- b. **excludes:** Fees and charges per Our Tariff and Charges, Cash Advance, Balance Transfer Instalment (BTI), Cash Instalment Plan (CIP), Quasi Cash and e-Wallet(s) top up and/or transactions that enables cash-out or transfers to bank account. Example of such e-wallets are BigPay and Boost App. This list is not exhaustive and may subject to change from time to time.

(the “Eligible Spend”).

## THE OFFERS & FULFILMENT CONDITIONS

7. **The offers under this Promotion and Eligibility Criteria to be fulfilled by the Eligible Cardholders are detailed in Table 1 and Table 2 below respectively. For avoidance of doubt, each Eligible Cardholder is allowed to opt for either Welcome Offer A OR Welcome Offer B during his/her Participating HSBC Credit Card/-i’s application, subject to the terms and conditions herein.**

**TABLE 1**

**WELCOME OFFER A : GET RM500 CASHBACK**

Offer	Eligibility Criteria
<b><u>1x</u> <u>RM500</u> <u>CASHBACK</u></b>	Spend ten (10) transactions (no minimum amount) within the Welcome Period

- a. An **Eligible Cardholder** stands to receive one (1) unit of RM500 cashback when the newly approved primary Participating HSBC Credit Card/-i(s) is used to meet the Participation Criteria in Clause 5 and the Eligibility Criteria in Table 1 above.
- b. **Each Eligible Cardholder is only entitled to receive the cashback once** throughout the Promotion Period regardless of the number of Participating HSBC Credit Card/-i(s) applied for.  
*For avoidance of doubt, if an Eligible Cardholder applies for 2 primary HSBC Credit Card/-i(s) and satisfies the criteria in Clause 5 and Table 1 above for both cards, that Eligible Cardholder will only be entitled to receive cashback once as per Table 1 above.*
- c. **Cashback** will be credited into the Eligible Cardholder’s Participating HSBC Credit Card/-i(s) account which first satisfies the Participation Criteria in Clause 5 and Eligibility Criteria in Table 1 above. Crediting of the Cashback will be made 60 days after the Welcome Period and this will be reflected in the Eligible Cardholder’s Participating HSBC Credit Card/-i(s) statement in the following month.
- d. Eligible Cardholders are ranked according to the date and time (Malaysia Time) they meet the Eligibility Criteria set out in Table 1 above and shall be on a first come, first-served basis.
- e. The first year annual fee of Participating HSBC Credit Card/-i(s) will be waived. Subsequent year annual fee will be auto-waived if the Eligible Cardholder(s) swipe the Participating HSBC Credit Card/-i(s) \*\* at least once a month for consecutive 12 months. No minimum amount is required.

**\*\*For HSBC Premier Travel Credit Card, subsequent year annual fee is waived upon annual minimum spending of RM45,000 per annum (including primary and supplementary spend)**

TABLE 2

## WELCOME OFFER B : RM 500 EVOUCHER

Offer	Eligibility Criteria
<p style="text-align: center;"><b>1x</b> <b>RM500</b> <b>eVoucher</b> (The available eVoucher are: <u>Lazada, Shopee, Grab Ride, Grab Food, Klook,</u> <u>and Zalora)</u>)</p>	Spend ten (10) transactions (no minimum amount) within the Welcome Period

- a. An **Eligible Cardholder** stands to receive one (1) unit of RM500 eVoucher of their choice when the newly approved primary Participating HSBC Credit Card/-i(s) is used to meet the Participation Criteria in Clause 5 and the Eligibility Criteria in Table 2 above.
- b. **Each Eligible Cardholder is only entitled to receive the eVoucher once** throughout the Promotion Period regardless of the number of Participating HSBC Credit Card/-i(s) applied for. *For avoidance of doubt, if an Eligible Cardholder applies for 2 primary Participating HSBC Credit Card/-i(s) and satisfies the criteria in Clause 5 and Table 2 above for both cards, that Eligible Cardholder will only be entitled to receive eVoucher once as per Table 2 above.*
- c. An Eligible Cardholder will receive one (1) allocated Unique ID notified via SMS within eight (8) to twelves (12) weeks upon fulfilment of the Eligibility and Participation Criteria. Eligible Cardholder shall visit the website of HSBC's fulfilment agency, Tri-E Marketing Sdn Bhd, at <https://dcode.3ex.com.my/voucher> to redeem the eVoucher (eVoucher selection) using the allocated Unique ID and the last 6-digit of the Participating HSBC Credit Card/-i number;
- d. The eVoucher will be delivered to Eligible Cardholder's email address provided in <https://dcode.3ex.com.my/voucher> within three (3) weeks upon successful redemption of the eVoucher and fulfilment of all terms and conditions listed herein;
- e. The validity of the eVoucher is for a period of six (6) months from the date of receiving the unique code;
- f. The eVoucher is applicable for one (1) time redemption only. Expiry date of the eVoucher will be stated in the redemption email sent by the abovesaid gift fulfilment agency to the Eligible Cardholder and any unutilised eVoucher that has expired will not be replaced by HSBC;
- g. The eVoucher is not transferable and cannot be exchanged for cash, credit or in kind;
- h. HSBC may process Eligible Cardholder's information, for purposes as provided for in HSBC Notice to Customers relating to the Personal Data Protection Act 2010 (the "Notice") and HSBC Universal Terms and Conditions and disclose pertinent information to the fulfilment agency to facilitate delivery of the eVoucher to the Eligible Cardholder. A copy of the Notice can also be downloaded from <https://www.hsbc.com.my/privacy-and-security/>;
- i. Any loss or damage to the eVoucher is passed on to Eligible Cardholder upon delivery of the eVoucher.
- j. Lazada, Shopee, Grab, Klook and Zalora are not participants in or sponsors of this Promotion. The trade name and logo of these companies are trademarks belonging to Lazada South East Asia Pte Ltd, Shopee Pte Ltd, Grab Holdings Inc, Klook Travel Technology Sdn. Bhd. and Zalora Group and Global Fashion Group respectively. We are not in any way endorsing, sanctioning, approving or supporting the use of any brand or merchandise sold by the respective company. Any query and/or dispute on the usage of the Gift must be directed to, and resolved directly with the respective company.

#### GENERAL TERMS & CONDITIONS

8. This Promotion has a maximum capping of a total of 750 units of RM500 cashback, or RM 500 eVoucher to be given out on a first-come-first-served basis, which is pooled together with 2022 HSBC Amanah Cashback Acquisition.
9. At the time of Cashback or eVoucher fulfilment, Participating HSBC/HSBC Amanah credit card/ i(s) **MUST BE PIN activated** and MUST NOT be delinquent, closed, and/or invalid, dormant or cancelled within HSBC definition, otherwise the Eligible Cardholder will be disqualified from receiving the Cashback or eVoucher from this Promotion.

10. HSBC will not entertain any request from any Eligible Cardholders or any other person to credit the Cashback to the Eligible Cardholder's other account or any third party's account or to deliver the eVoucher to a third party.
11. HSBC reserves the right to substitute the Cashback or eVoucher with any other item of similar value at any time with 3 days prior notice.
12. HSBC shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Cashback received under this Promotion.
13. HSBC reserves the right to vary, delete or add to any of these Terms and Conditions with 3 days prior notice. The amended Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
14. HSBC may use any of the following modes to communicate notices in relation to this Promotion to the Eligible Cardholder:
  - a. individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in the HSBC's records;
  - b. press advertisements;
  - c. notice in the Eligible Cardholder's credit card statement(s) or composite statement;
  - d. display at its business premises; or
  - e. notice on HSBC internet website(s);where such notices shall be deemed to be effective on and from the 4<sup>th</sup> day after its delivery / publication / display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting / publication / display.
15. This Promotion's Terms and Conditions are in addition to the respective Universal Terms and Conditions ("UTCs") for HSBC of which the respective Cardholder Agreements are a part of and which regulate the provision of credit card/-i facilities by HSBC Terms and Conditions. The UTCs are available at [www.hsbc.com.my](http://www.hsbc.com.my) and [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). In the event of inconsistency between this Promotion's Terms and Conditions and any of the aforementioned Terms and Conditions, this Promotion's Terms and Conditions shall prevail insofar as they apply to this Promotion.
16. HSBC shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC.
17. HSBC reserves the right to cancel, terminate or suspend this Promotion with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Promotion shall not entitle the Eligible Cardholder to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholder as a direct or indirect result of the act of cancellation, termination or suspension.
18. HSBC shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC have been advised of the possibility of such loss or damage.
19. The Eligible Cardholder shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Promotion.
20. HSBC's decision on all matters relating to this Promotion shall be final and binding.